

<i>SERFF Tracking Number:</i>	<i>AGNY-125612915</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>American Home Assurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AIC-08-GL-11</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Liquor Liability Endorsement Filing</i>		
<i>Project Name/Number:</i>	<i>LIQUOR LIABILITY FORMS FILING/AIC-08-GL-11</i>		

Filing at a Glance

Companies: American Home Assurance Company, American International South Insurance Company, AIG Casualty Company, Commerce and Industry Insurance Company, Granite State Insurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., New Hampshire Insurance Company, The Insurance Company of the State of Pennsylvania

Product Name: Liquor Liability Endorsement SERFF Tr Num: AGNY-125612915 State: Arkansas
Filing

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: AIC-08-GL-11 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Lakesha Houser Disposition Date: 04/28/2008
Date Submitted: 04/22/2008 Disposition Status: Approved

Effective Date Requested (New): 05/23/2008 Effective Date (New):
Effective Date Requested (Renewal): 05/23/2008 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: LIQUOR LIABILITY FORMS FILING

Project Number: AIC-08-GL-11

Reference Organization: NA

Reference Title: NA

Filing Status Changed: 04/28/2008

State Status Changed: 04/28/2008

Corresponding Filing Tracking Number:

Filing Description:

The above-referenced companies submit for your review and approval fifteen (15) endorsements to be used with the ISO Liquor Liability Coverage Form on file with your Department.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number: NA

Advisory Org. Circular: NA

Deemer Date:

SERFF Tracking Number: AGNY-125612915 State: Arkansas

First Filing Company: American Home Assurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-GL-11

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Liquor Liability Endorsement Filing

Project Name/Number: LIQUOR LIABILITY FORMS FILING/AIC-08-GL-11

Please refer to the attached Forms Listing for information about the forms included in this submission.

Company and Contact

Filing Contact Information

Lakesha Houser, lakesha.houser@aig.com
 175 Water Street - 17th Floor (212) 458-5950 [Phone]
 New York, NY 10038 (212) 458-7077[FAX]

Filing Company Information

American Home Assurance Company	CoCode: 19380	State of Domicile: New York
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 13-5124990	

American International South Insurance Company	CoCode: 40258	State of Domicile: Pennsylvania
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 02-6008643	

AIG Casualty Company	CoCode: 19402	State of Domicile: Pennsylvania
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 25-1118791	

Commerce and Industry Insurance Company	CoCode: 19410	State of Domicile: New York
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 13-1938623	

Granite State Insurance Company	CoCode: 23809	State of Domicile: Pennsylvania
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 02-0140690	

SERFF Tracking Number: AGNY-125612915 State: Arkansas
First Filing Company: American Home Assurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: AIC-08-GL-11
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Liquor Liability Endorsement Filing
Project Name/Number: LIQUOR LIABILITY FORMS FILING/AIC-08-GL-11

National Union Fire Insurance Company of CoCode: 19445 State of Domicile: Pennsylvania
Pittsburgh, Pa.
70 Pine Street Group Code:
New York, NY 10270 Group Name: Company Type:
(212) 770-7000 ext. [Phone] FEIN Number: 25-0687550 State ID Number:

New Hampshire Insurance Company CoCode: 23841 State of Domicile: Pennsylvania
70 Pine Street Group Code:
New York, NY 10270 Group Name: Company Type:
(212) 770-7000 ext. [Phone] FEIN Number: 02-0172170 State ID Number:

The Insurance Company of the State of CoCode: 19429 State of Domicile: Pennsylvania
Pennsylvania
70 Pine Street Group Code:
New York, NY 10270 Group Name: Company Type:
(212) 770-7000 ext. [Phone] FEIN Number: 13-5540698 State ID Number:

SERFF Tracking Number: AGNY-125612915 State: Arkansas

First Filing Company: American Home Assurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-GL-11

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Liquor Liability Endorsement Filing

Project Name/Number: LIQUOR LIABILITY FORMS FILING/AIC-08-GL-11

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: 50 per filing

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Home Assurance Company	\$50.00	04/22/2008	19812963
American International South Insurance Company	\$0.00	04/22/2008	
AIG Casualty Company	\$0.00	04/22/2008	
Commerce and Industry Insurance Company	\$0.00	04/22/2008	
Granite State Insurance Company	\$0.00	04/22/2008	
National Union Fire Insurance Company of Pittsburgh, Pa.	\$0.00	04/22/2008	
New Hampshire Insurance Company	\$0.00	04/22/2008	
The Insurance Company of the State of Pennsylvania	\$0.00	04/22/2008	

SERFF Tracking Number: AGNY-125612915 State: Arkansas
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Company Tracking Number: AIC-08-GL-11
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Product Name: Liquor Liability Endorsement Filing
Project Name/Number: LIQUOR LIABILITY FORMS FILING/AIC-08-GL-11

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	04/28/2008	04/28/2008

SERFF Tracking Number: AGNY-125612915 State: Arkansas
First Filing Company: American Home Assurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: AIC-08-GL-11
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Liquor Liability Endorsement Filing
Project Name/Number: LIQUOR LIABILITY FORMS FILING/AIC-08-GL-11

Disposition

Disposition Date: 04/28/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: AGNY-125612915 State: Arkansas

First Filing Company: American Home Assurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-GL-11

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Liquor Liability Endorsement Filing

Project Name/Number: LIQUOR LIABILITY FORMS FILING/AIC-08-GL-11

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	forms listing	Approved	Yes
Form	Unintentional Errors And Omissions	Approved	Yes
Form	Self-Insured Retention Endorsement	Approved	Yes
Form	Broad Form Named Insured	Approved	Yes
Form	Fetal Alcohol Syndrome (FAS) Exclusion	Approved	Yes
Form	Additional Insured- Designated Person Or Organization (Primary Coverage)	Approved	Yes
Form	Your Product Exclusion Deleted	Approved	Yes
Form	Anti-Stacking	Approved	Yes
Form	Additional Insured	Approved	Yes
Form	Waiver Of The Transfer Of Rights Of Recovery Against Others To Us	Approved	Yes
Form	Cancellation Endorsement	Approved	Yes
Form	Fetal Alcohol Syndrome (FAS) Coverage Endorsement	Approved	Yes
Form	Amendment Of Limits Of Insurance	Approved	Yes
Form	Newly Acquired Entity Coverage	Approved	Yes
Form	Recall Of Products Exclusion	Approved	Yes
Form	Fellow Employee Exclusion Deleted	Approved	Yes

SERFF Tracking Number: AGNY-125612915 State: Arkansas

First Filing Company: American Home Assurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-GL-11

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Liquor Liability Endorsement Filing

Project Name/Number: LIQUOR LIABILITY FORMS FILING/AIC-08-GL-11

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Unintentional Errors And Omissions	97483	02-08	Endorsement New nt/Amendment/Conditions		0.00	97483__2_08_(001).PDF
Approved	Self-Insured Retention Endorsement	97482	02-08	Endorsement New nt/Amendment/Conditions		0.00	97482__2_08_(001).PDF
Approved	Broad Form Named Insured	97504	02-08	Endorsement New nt/Amendment/Conditions		0.00	97504__2_08_(001).PDF
Approved	Fetal Alcohol Syndrome (FAS) Exclusion	97507	02-08	Endorsement New nt/Amendment/Conditions		0.00	97507__2_08_(001).PDF
Approved	Additional Insured- Designated Person Or Organization (Primary Coverage)	97506	02-08	Endorsement New nt/Amendment/Conditions		0.00	97506__2_08_(001).PDF
Approved	Your Product Exclusion Deleted	97475	02-08	Endorsement New nt/Amendment/Conditions		0.00	97475__2_08_(001).PDF
Approved	Anti-Stacking	97477	02-08	Endorsement New nt/Amendment/Conditions		0.00	97477__2_08_(001).PDF
Approved	Additional Insured	97503	02-08	Endorsement New nt/Amendment		0.00	97503__2_08_(001).PDF

SERFF Tracking Number: AGNY-125612915 State: Arkansas
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Company Tracking Number: AIC-08-GL-11
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Liquor Liability Endorsement Filing
Project Name/Number: LIQUOR LIABILITY FORMS FILING/AIC-08-GL-11

ent/Condi ons						
Approved	Waiver Of The Transfer Of Rights Of Recovery Against Others To Us	97502	02-08	Endorseme New nt/Amendm ent/Condi ons	0.00	97502__2_0 8_(001).PDF
Approved	Cancellation Endorsement	97478	02-08	Endorseme New nt/Amendm ent/Condi ons	0.00	97478__2_ 08_(001).PD F
Approved	Fetal Alcohol Syndrome (FAS) Coverage Endorsement	97479	02-08	Endorseme New nt/Amendm ent/Condi ons	0.00	97479 (2_08_(001). PDF
Approved	Amendment Of Limits Of Insurance	97476	02-08	Endorseme New nt/Amendm ent/Condi ons	0.00	97476__2_0 8_(001).PDF
Approved	Newly Acquired Entity Coverage	97508	02-08	Endorseme New nt/Amendm ent/Condi ons	0.00	97508__2_0 8_(001).PDF
Approved	Recall Of Products Exclusion	97509	02-08	Endorseme New nt/Amendm ent/Condi ons	0.00	97509__2_0 8_.PDF
Approved	Fellow Employee Exclusion Deleted	97510	02-08	Endorseme New nt/Amendm ent/Condi ons	0.00	97510 _2.08_.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. forms a part of Policy
No. issued to by

UNINTENTIONAL ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SECTION IV – LIQUOR LIABILITY CONDITIONS, 6. - Representations is amended by adding:

The unintentional failure by you or any Insured to provide accurate and complete representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ENDORSEMENT NO.**

This endorsement, effective 12:01 A.M.,

Forms a part of Policy

No.:

Issued

to: By:

SELF-INSURED RETENTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

1. SECTION I – LIQUOR LIABILITY COVERAGE, 1. - Insuring Agreement, Paragraph a. is deleted in its entirety and replaced with the following:

- a. We will pay on behalf of the Insured those sums in excess of the Retained Limit that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III-Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

2 SECTION I – LIQUOR LIABILITY COVERAGE, SUPPLEMENTARY PAYMENTS is deleted in its entirety and replaced with the following:

ALLOCATED LOSS ADJUSTMENT EXPENSES

We will pay Allocated Loss Adjustment Expenses ("ALAE") for any claim for which we have exercised our right to investigate or settle or for any "suit" against an insured for which we have exercised our right to defend. These payments will not reduce the Limits of Insurance. In addition, we will pay ALAE that you are not responsible for as indicated by the election below. These payments will also not reduce the Limits of Insurance. You are responsible for a percentage of "Allocated Loss Adjustment

Expenses" we pay according to the election indicated by an "X" below. If no election is indicated, election i. shall apply.

☐ i. 100% of the total "Allocated Loss Adjustment Expenses" up to the Retained Limit. However, the most you are responsible for with respect to damages and "Allocated Loss Adjustment Expenses" combined shall not exceed the Retained Limit.

☐ ii. 100% of the total "Allocated Loss Adjustment Expenses".

☐ iii. A percentage of the total "Allocated Loss Adjustment Expenses". That percentage will be determined by dividing the smaller of: (i) the Retained Limit, or (ii) the total amount of damages up to the Limit of Insurance, by the larger of: (i) the Retained Limit; or (ii) the total amount of damages up to the Limit of Insurance.

To clarify application of the foregoing formula: If we pay no damages you are responsible for all "Allocated Loss Adjustment Expenses" up to the applicable Retained Limit and 100.0% of all remaining "Allocated Loss Adjustment Expenses".

☐ iv. No "Allocated Loss Adjustment Expenses".

Your duty to pay for "Allocated Loss Adjustment Expenses" applies separately to each Common Cause "injury".

3. SECTION III -LIMITS OF INSURANCE is amended to add the following:

The Limits of Insurance for each of the Coverage provided by this Policy will apply in excess of a Self-Insured Retention (referred throughout as the "Retained Limit").

The Retained Limit, applying only to damages for or common causes covered under this Policy, is \$ _____ per Common Cause.

Subject to additional Allocated Loss Adjustment Expenses, the Retained Limit is the most an insured will pay for the sum of all damages under Liquor Liability Coverage Form for all "injury" arising out of any one Common Cause.

4. SECTION IV - LIQUOR LIABILITY CONDITIONS, 1. Bankruptcy is amended to include the following:

Your bankruptcy, insolvency, inability to pay, failure to pay, or refusal to pay the Retained Limit will not increase our obligations under this Policy. In the event there is insurance, whether or not applicable to a claim, "suit" or Common Cause within the Retained Limit, you will continue to be responsible for the full amount of the Retained Limit before the Limits of Insurance under this Policy apply. In no case will we be required to pay the Retained Limit or any portion thereof. Our obligations will attach only when the entire amount of the Retained Limit has been paid and then only in excess of the Retained Limit and not in excess of the Limits of Insurance adjusted for any reduction in the aggregate limit of our liability.

5. SECTION IV - LIQUOR LIABILITY CONDITIONS, 2. - Duties in the Event of Injury, Claim or Suit are deleted in their entirety and replaced with the following:

- a. **Periodic Notices:** On a _____ basis, you must provide us with a written summary (loss run) of all claims, "injuries" or "suits" which have or may result in payments within the Retained Limit.

This written summary must show:

1. The date and location of the "injury"; and
 2. The name(s) and address(es) of the injured person(s) or identification of the damaged property, and
 3. A description of the injury or damage, and
 4. The amount paid or reserved, including "Allocated Loss Adjustment Expense", resulting from the claim, "Injury" or "suit".
- b. **Individual Notices Of An Offense or An "Injury"** in addition to the periodic notices provided for in section a. above, you must see to it that we are notified as soon as practicable of any "injury" which may result in a claim. Knowledge of an "injury" by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee, at the address shown in the policy declarations, will have received such notice. To the extent possible notice should include:
- (1) How, when and where the "injury" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "injury", including but not limited to:
 - (a) a fatality;
 - (b) paralysis of any part of the body;
 - (c) a major extremity or multiple minor extremity amputations;
 - (d) a brain or brain stem injury;
 - (e) severe burns or disfigurement;
 - (f) partial or total blindness;
 - (g) loss or impairment of hearing;
 - (h) a heart attack;
 - (i) reserves that exceed 50% of the "retained limit".

With respect to the above categories, You must provide us with any and all additional information, material and/or data, subsequent to the original notice, as it becomes available.

6. SECTION IV – LIQUOR LIABILITY CONDITIONS, 2. - Duties in the Event of Injury, Claim or Suit are amended to add the following:

- a. You will employ and pay, without any reimbursement from us, a firm acceptable to us for the purpose of providing claim services (the "Claims Administrator"). In the event of cancellation, expiration or revision of the contract between you and the Claims Administrator, you will notify us within ten (10) days of such cancellation, expiration or revision.

- b. Loss settlements made by you or the Claims Administrator will be within the terms, conditions and limits of this Policy.
- c. There will be no reduction of the Retained Limit because of payment of claims or "suits" arising from claims or "suits" for which coverage is not afforded by this Policy.

7. SECTION V - DEFINITIONS is amended to include the following additional definitions:

"Allocated Loss Adjustment Expenses" means all fees for service of process and court costs and court expenses; pre- and post-judgement interest; attorneys' fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or "suit" against you, or to the protection and perfection of your or our subrogation rights.

"Allocated Loss Adjustment Expenses" shall not include our general overhead, the salary and employee benefits of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated company (ies), with respect to a claim or "suit" against you, or to exercise our right to participate in the investigation of any "occurrence" subject to this endorsement and the defense of any claim or "suit" that may result.

All other terms, exclusions, and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. forms a part of Policy
No. issued to by

BROAD FORM NAMED INSURED

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

Policy Declarations, "Named Insured" is revised to include:

"Named Insured" means the person or organization first named as the Named Insured on the Declarations Page of this policy (the "First Named Insured"). Named Insured also includes (1) any other person or organization named as a Named Insured on the Declarations Page; (2) any subsidiary, associated, affiliated, allied or acquired company or corporation (including subsidiaries thereof) of which any insured named as the Named Insured on the Declarations Page has more than 50% ownership interest in or exercises management or financial control over at the inception date of this policy, provided such subsidiary, associated, affiliated, allied or acquired company or corporation and their operations have been declared to us prior to the inception date of this policy.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A. M. forms a part of Policy

No. issued to by

FETAL ALCOHOL SYNDROME (FAS) EXCLUSION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SECTION I – LIQUOR LIABILITY COVERAGE, 2. Exclusions, is amended by the addition of the following exclusion:

Fetal Alcohol Syndrome (FAS)

"Injury" arising out of, related to or caused by "Fetal Alcohol Syndrome".

SECTION VI. – DEFINITIONS, is amended to include the following additional terms:

"Fetal Alcohol Syndrome" includes, but is not limited to, any "injury" which is related to or contributed to, caused or accelerated by a mother's consumption of alcohol during pregnancy.

All other terms, exclusions, and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. _____ forms a part of
Policy No. _____ issued to _____ by _____

ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION
[PRIMARY COVERAGE]

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSONS OR ORGANIZATION:

- I. **SECTION II - WHO IS AN INSURED**, 1. is amended to add the scheduled designated person or organization as an insured.

Any person or organization shown in the schedule above is included as an additional insured but only with respect to liability arising out of your selling, serving or furnishing of any alcoholic beverage.

- II. As respects coverage for the additional insured scheduled above, **SECTION IV. - LIQUOR LIABILITY CONDITIONS, 4. - Other Insurance, a. - Primary Insurance** is deleted in its entirety and replaced with the following:

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below. However, for the purposes of the coverage provided by this endorsement only, this insurance shall be primary and shall not share by any method with any similar insurance maintained by the scheduled person or organization.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A. M. forms a part of Policy

No. issued to by

YOUR PRODUCT EXCLUSION DELETED

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SECTION I – LIQUOR LIABILITY COVERAGE, 2. - Exclusions, e. - Your Product is deleted in its entirety.

All other terms, exclusions, and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M.

forms a part of Policy

No.

issued to

by

ANTI-STACKING ENDORSEMENT

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SECTION IV. – LIQUOR LIABILITY CONDITIONS, is amended to include the following additional condition:

If this Coverage Form and any other Coverage Form or policy issued to you by us or any of our affiliated companies apply to the same "injury", the maximum limit of insurance under all the Coverage Forms or policies will not exceed the highest applicable limit of insurance available under any one Coverage Form or policy. This condition does not apply to any other Coverage Form or policy issued by us or any of our affiliated companies specifically to apply as excess insurance over this Coverage Form.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. forms a part of Policy

No. issued to by

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies Insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

PERSONS OR ORGANIZATIONS:

SECTION II – WHO IS AN INSURED is amended to include the above scheduled persons or organizations as additional insured(s).

The person or organization shown in the Schedule above is deemed an insured but only with respect to liability arising out of your selling, serving or furnishing of any alcoholic beverage.

All other terms, conditions, and exclusions of this policy remain unchanged.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. forms a part of Policy No.
issued to by

WAIVER OF THE TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION IV – LIQUOR LIABILITY CONDITIONS, 8. - Transfer of Rights Of Recovery Against Others to Us, is amended to add the following additional language:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "injury" arising out of the selling, serving or furnishing of any alcoholic beverage. This waiver applies only to the person or organization shown in the Schedule above so long as you entered into a contract or agreement with the scheduled person or organization to waive the right of recovery prior to any "injury".

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. forms a part of Policy
No. issued to by

CANCELLATION ENDORSEMENT

COMMON POLICY CONDITIONS, A. Cancellation, 2. Is deleted in its entirety and replaced with the following:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation by certified mail at least:

- a. ____ (__) * days before the effective date of cancellation if we cancel for nonpayment of premium.
- b. ____ (__) * days before the effective date of cancellation if we cancel for any other reason.

* the notice period provided shall not be less than that required by applicable state law(s)

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A. M. _____ forms a part of Policy
No. _____ issued to _____ by _____

FETAL ALCOHOL SYNDROME (FAS) COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

FAS LIMIT	\$ _____	Per Each Common Cause
DEDUCTIBLE	\$ _____	Per Each Common Cause

For purposes of this endorsement SECTION I – LIQUOR LIABILITY COVERAGE, 1. – Insuring Agreement, a. is amended to include the additional coverage grant:

We will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of "Injury" arising out of or caused by "Fetal Alcohol Syndrome" (FAS). We will defend any "suit" seeking those damages which are payable under the terms of this endorsement even if any of the allegations of the "suit" are groundless, false or fraudulent; but the Company may make such investigation and negotiation of any claim or suit as it deems expedient. Any payments for covered damages, defense costs, charges and expenses will reduce the FAS Limit.

SECTION V. – DEFINITIONS, is amended to include the following additional terms:

"Fetal Alcohol Syndrome" (FAS) includes, but is not limited to, any "injury" which is related to or contributed to, caused or accelerated by a mother's consumption of alcohol during pregnancy.

For purposes of this endorsement SECTION IV – LIQUOR LIABILITY CONDITIONS, is amended to include the additional condition:

Deductible:

We will pay covered damages, defense costs, charges and expenses within the above-listed FAS Limit. You will reimburse us promptly for all payments we make pursuant to this endorsement, including but not limited to, reimbursement for damages, defense costs, charges, and expenses up to the deductible amount stated in the above Schedule. This deductible will apply to each common cause and will be paid by you.

All other terms and conditions of the policy remain the same.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. _____ forms a part of policy
No. _____ issued to _____ by _____

**AMENDMENT OF LIMITS OF INSURANCE
(Per Location Aggregate Limit)**

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SCHEDULE OF LOCATIONS

- I. Your policy is amended to include a Per Location Aggregate Limit as noted herein:

Per Location Aggregate Limit \$ _____

IF NO AMOUNT IS INDICATED, THIS ENDORSEMENT IS VOID.

- II. **SECTION III – LIMITS OF INSURANCE, 3.**, is deleted in its entirety and replaced with the following revised wording:

Subject to the Per Location Aggregate Limit and the General Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

- III. **SECTION III – LIMITS OF INSURANCE**, is amended to include the following paragraph:

Subject to **2.**, the Per Location Aggregate Limit is the most we will pay for all injury as the result of the selling, serving or furnishing of any alcoholic beverage, regardless as to the number of:

- a. insureds;
- b. Claims made or "suits" brought; or,
- c. Persons or organizations making claims or bringing "suits"

relating to or arising out of any single Location described in the above Schedule of Locations.

- IV. The Limits of Insurance shown in the Declarations are amended to include the following:

Limits of Insurance

Per Location Aggregate Limit:

\$ _____

- V. **SECTION V – DEFINITIONS**, is amended to include the following definition:

11. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. _____ forms a part of Policy
No. _____ issued to _____ by _____

NEWLY ACQUIRED ENTITY COVERAGE
[EXTENDED COVERAGE PERIOD]

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, 3. deleted in its entirety and replaced with the following:

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the ___th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A. M. forms a part of Policy

No. issued to by

RECALL OF PRODUCTS EXCLUSION
[LIQUOR PRODUCT]

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SECTION I – LIQUOR LIABILITY COVERAGE, 2. Exclusions, is amended with the addition of the following exclusion:

Recall Of Products

“Injury” or any other damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of “Your product” if such product is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

All other terms, exclusions, and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. _____ forms a part of Policy
No. _____ issued to _____ by _____

FELLOW EMPLOYEE EXCLUSION DELETED

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, 2. a. (1) (a) and (b) are deleted in its entirety and replaced with the following:

(1) "Injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company).

AUTHORIZED REPRESENTATIVE

<i>SERFF Tracking Number:</i>	<i>AGNY-125612915</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>American Home Assurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AIC-08-GL-11</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Liquor Liability Endorsement Filing</i>		
<i>Project Name/Number:</i>	<i>LIQUOR LIABILITY FORMS FILING/AIC-08-GL-11</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125612915 State: Arkansas
First Filing Company: American Home Assurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: AIC-08-GL-11
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Liquor Liability Endorsement Filing
Project Name/Number: LIQUOR LIABILITY FORMS FILING/AIC-08-GL-11

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 04/28/2008

Comments:

Attachment:

NAIC transmittal.pdf

Satisfied -Name: forms listing

Review Status: Approved 04/28/2008

Comments:

Attachment:

Form Listing for Liquor Liability.pdf

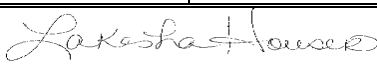
Property & Casualty Transmittal Document (Revised 1/1/05)

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only
	a. Date the filing is received:
	b. Analyst:
	c. Disposition:
	d. Date of disposition of the filing:
	e. Effective date of filing:
	f. State Filing #:
	g. SERFF Filing #:

3. Group Name	Group NAIC #		
American International Group, Inc.	012		
4. Companies Name(s)	Domicile	NAIC #	FEIN#
1 AIG Casualty Company	PA	012-19402	25-1118791
2 American Home Assurance Company	NY	012-19380	13-5124990
3 American International South Insurance Company	PA	012-40258	02-6008643
4 Commerce and Industry Insurance Company	NY	012-19410	13-1938623
5 Granite State Insurance Company	PA	012-23809	02-0140690
6 National Union Fire Insurance Company of Pittsburgh, Pa.	PA	012-19445	25-0687550
7 New Hampshire Insurance Company	PA	012-23841	02-172170
8 The Insurance Company of the State of Pennsylvania	PA	012-19429	13-5540698

5. Company Tracking Number	AIC-08-GL-11
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Lakesha Houser 175 Water Street- 17 th Floor New York, NY 10038	Filings Analyst	(212) 458-5950	(212) 458-7077	Lakesha.Houser@aig.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Lakesha Houser		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0 Other Liability - Claims Made/Occurrence
10. Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General Liability
11. State Specific Product Code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 05-23-2008 Renewal: 05-23-2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	April 22, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	AIC-08-GL-11
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21.	Filing Description [This area should be similar to the body of a cover letter and is free-form text]
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This filing consists of one (16) endorsements to be used with the ISO Commercial General Liability Coverage Form(s).

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: Amount: 50.00</p> <p>Eft used as payment</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	AIC-08-GL-11
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Unintentional Errors and Omissions	97483 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Self Insured Retention Endorsement	97482 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Broad Form Named Insured	97504 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Fetal Alcohol Syndrome (FAS) Exclusion	97507 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Additional Insured- Designated Person or Organization (Primary Coverage)	97506 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Your Product Exclusion Deleted	97475 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Anti-Stacking	97477 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Additional Insured	97503 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Waiver Of The Transfer of Rights of Recovery Against Other to Us	97502(2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	AIC-08-GL-11
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
10	Cancellation Endorsement	97478 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Fetal Alcohol Syndrome (FAS) Coverage Endorsement	97479 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Amendment of Limits of Insurance	97476 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Newly Acquired Entity Coverage	97508 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Recall of Products Exclusion	97509 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Fellow Employee Exclusion Deleted	97510 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Form Listing

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
1	Unintentional Errors and Omissions	97483 (2/08)	Endorsement	New	n/a	Optional	Clarifies	NO	This endorsement provides coverage for unintentional failure by the Insured to provide accurate and complete representations as of the inception of the policy.
2	Self-Insured Retention Endorsement	97482 (2/08)	Endorsement	New	n/a	Optional	Clarifies	NO	This endorsement will pay on behalf of the Insured the sum in excess of the retained limit that the insured becomes legally obligated to pay as damage because of injury to which the insurance applies if liability for such injury is imposed on the insured due to the selling, serving or furnishing of any alcoholic beverage.
3	Broad Form Named Insured	97504 (2/08)	Endorsement	New	n/a	Optional	Clarifies	NO	This endorsement spells out who is a "Named Insured". It includes as a "Named Insured" any entity where the "Named Insured" has more than a 50% ownership interest, or where the "Named Insured" has management of financial control of that entity as long as we are notified of this prior to the policy effective date.

Form Listing

4	Fetal Alcohol Syndrome (FAS) Exclusion	97507 (2/08)	Endorsement	New	n/a	Optional	Restricts	NO	This endorsement excludes coverage for injury arising out of, related to or caused by Fetal Alcohol Syndrome
5	Additional Insured-Designated Person or Organization (Primary Coverage)	97506 (2/08)	Endorsement	New	n/a	Optional		NO	This endorsement expands the policy definition of "who is an insured" to include a person or organization identified on the endorsement schedule.
6	Your Product Exclusion Deleted	97475 (2/08)	Endorsement	New	n/a	Optional	Restricts	NO	This endorsement deletes the Your Products Exclusion in its entirety.
7	Anti-Stacking	97477 (2/08)	Endorsement	New	n/a	Optional	Clarifies	NO	This endorsement restricts the maximum limits for the same injury under multiple coverage forms or policies including this coverage form to the highest limit of insurance available under "any one coverage form or policy."
8	Additional Insured	97503 (2/08)	Endorsement	New	n/a	Optional	Clarifies	NO	This endorsement clarifies who is an insured; the person or organization shown in the schedule is deemed an insured but only with respect to the liability arising out of the selling serving or furnishing of any alcoholic beverage.
9	Waiver Of The Transfer of Rights of Recovery Against Other to Us	97502(2/08)	Endorsement	New	n/a	Optional	Clarifies	NO	This endorsement is used to waive the insurance company's right of recovery for its payment of a loss against a responsible third party. The name of the person or organization receiving the waiver must be identified on the endorsement schedule.

Form Listing

10	Cancellation Endorsement	97478 (2/08)	Endorsement	New	n/a	Optional	Clarifies	NO	This endorsement clarifies when we may cancel the policy due to nonpayment of premiums or any other reason
11	Fetal Alcohol Syndrome (FAS) Coverage Endorsement	97479 (2/08)	Endorsement	New	n/a	Optional	Broadens	NO	This endorsement provides coverage to the Insured that we will pay on behalf of the Insured if they legally become obligated to pay damages due to injury arising out of or caused by fetal alcohol syndrome.
12	Amendment of Limits of Insurance	97476 (2/08)	Endorsement	New	n/a	Optional	Clarifies	NO	This endorsement provides a per location aggregate in addition to the maximum policy aggregate shown on the Dec Page.
13	Newly Acquired Entity Coverage	97508 (2/08)	Endorsement	New	n/a	Optional	Broadens	NO	This endorsement provides extension of coverage for newly acquired entities under Section II of the policy, Who Is An Insured.
14	Recall of Products Exclusion	97509 (2/08)	Endorsement	New	n/a	Optional	Restricts	NO	This endorsement does not provide coverage for inquiry arising out of the Insured's product.
15	Fellow Employee Exclusion Deleted	97510 (2/08)	Endorsement	New	n/a	Optional	Broadens	NO	This endorsement provides coverage to partners or members if they are a limited liability company

A = Application

D = Declarations

E = Endorsement

P = Policy

O = Other (Please explain)

Yes or No